

TERMS AND CONDITIONS

I. ELIGIBILITY: To be eligible for University housing, a student must be enrolled as a student at the University throughout the entire period of the Contract. If the student's enrollment is terminated for any reason, the student agrees to vacate his or her room within seventy-two (72) hours of receiving notice of the termination or sooner if the Vice-President for Student Affairs determines in his/her sole and absolute discretion that it is in the University's best interest for the student to leave earlier.

II. CRIMINAL ACTIVITY AND OTHER MISCONDUCT: The University may, in its sole and absolute discretion, immediately terminate this Contract if the University discovers that after the date the student signed this Contract (a) the student has been convicted of or pled guilty or no contest to a crime or found delinquent by a juvenile court; or (b) if there are felony charges initiated or pending against the student.

III. LICENSE: This Contract is a conditional, limited, revocable, non-transferable, non-exclusive license for the student to occupy a room in a University-owned facility. The student acknowledges that his or her occupancy of a room in a University-owned facility is a privilege and not a right. This license is subject to the University's unilateral right to make and change room assignments, the terms and conditions set forth in this Contract, the University's right to terminate this Contract, and the University's rules and regulations regarding student conduct and housing.

IV. PERIOD OF CONTRACT: This Contract covers the designated semester/session, or if a student applies after the beginning of the semester/session, that period of time remaining after the effective date. The University reserves the right not to grant or to terminate housing contracts to students with disciplinary or criminal conviction records.

V. SPACE RESERVATION AND DOWN PAYMENT: The University will reserve available space for the student in a residence hall after the student submits a signed Contract, with a non-refundable room and board down payment of \$100 for semester entry or \$50 for session entry, and after the University approves this Contract. Available space is assigned to students based upon the date that the signed Contract is approved by the University.

VI. OCCUPANCY: Students may occupy their rooms according to the schedule published by the Department of University Housing at the beginning of each semester/session, without prior written consent of the Director of Housing, shall forfeit their assignment to that room. Students will not be allowed to occupy their room in advance of the official opening of the semester/session, or during the Thanksgiving and Winter Recesses, or between semesters/sessions. Students are to vacate their rooms at the end of a semester/session when the University is closed and during vacation periods according to the schedule published by the Department of University Housing.

4. CONTRACT CANCELLATION BY STUDENT: The Department of University Housing may, in its sole and absolute discretion, agree to release a student from this Contract upon receipt and approval of a Contract release request form. Students granted releases from this Contract are required to pay penalty fees as described in the following table.

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SEMESTER/SESSION	DOWN PAYMENT (Required upon receipt of Contract)	CANCELLATION/PENALTY FEES
Fall Semester	\$100	<p>By June 14</p> <ul style="list-style-type: none"> a. penalty fee of \$100 June 15 to start of Contract period a. penalty fee of \$200 During Contract period a. penalty fee of \$300 b. per diem rate for number of days in Contract period prior to effective date of release
Winter Semester	\$100	<p>By November 30</p> <ul style="list-style-type: none"> a. penalty fee of \$100 December 1 to start of Contract period a. penalty fee of \$200 During Contract period a. penalty fee of \$300 b. per diem rate for number of days in Contract period prior to effective date of release
Spring & Summer Sessions	\$50	<p>Two weeks prior to start of Contract period</p> <ul style="list-style-type: none"> a. penalty fee of \$50 From 14 days before start of Contract to start of Contract period a. penalty fee of \$100 During Contract period a. penalty fee of \$100 b. per diem rate for number of days in Contract period prior to effective date of release

Any student, who withdraws from Oland University and University housing, will receive a refund, reduced from the amount of the tuition and fees paid, in accordance with the following schedule:

VISITMEALS: Meal service is contingent upon the official University calendar and a schedule will be published prior to the beginning of the semester/session. Meal plans are not transferable and credit is not given for meals that are missed. Rates for board do not provide for meals during the official recessions listed on the University calendar.

IX. REGULATIONS AND TERMINATION OF CONTRACT BY THE UNIVERSITY: The student agrees to comply with all University and/or Department of Housing ordinances, rules, regulations and procedures, which are incorporated herein by reference. The student acknowledges that he or she is responsible for knowing and understanding all applicable University and Department of Housing ordinances, rules, regulations and procedures, including those contained in the Department of Housing Student Handbook and all other Department of Housing publications. Copies of the Student Handbook and other publications, are available from the Department of Housing, and are also available electronically at the University's web site. The University may, following established disciplinary procedures, terminate this Contract if the student fails to comply with all University and/or Residence Hall ordinances, rules, regulations and procedures. In addition, the University may immediately terminate this Contract if (a) the student is no longer enrolled as a student at the University; (b) the student or the co-signor/guarantor fail to pay any amounts due under the Contract; (c) the student fails to occupy his or her assigned room and/or improperly vacates or abandons his or her assigned space; (d) the assigned space is unusable due to damage, construction, renovation or repair; (e) because of imminent threat to life, health, safety or property; (f) the student provides false or inaccurate information to the University in connection with the application for University housing and/or this Contract; (g) the student fails to provide the Director of Housing any written statement required by the Contract; and/or (h) the University determines, in its sole and absolute discretion, that termination of the Contract is in the best interests of the University, the student, other University students and/or the local community. Upon termination of this Contract for any reason, the student agrees to vacate his or her room within seventy-two (72) hours of receiving notice of the termination or sooner if the Vice-President for Student Affairs determines in his/her sole and absolute discretion that it is in the University's best interests for the student to leave earlier. The University shall have the unconditional right after termination to take possession of the room by any lawful means, without being guilty of trespass, and without incurring a cost to the University.

X. RESIDENCE HALLS MEMBERSHIP: This Contract automatically constitutes acceptance of membership in the Residence Halls Student Association, including all rights, privileges and responsibilities of such membership and participation in house student government and payment of Student Association dues.

XL. USE OF FACILITIES: The University Housing Staff or any other University representative may, when they deem it necessary, in their sole and absolute discretion:

- A. Change room assignments or require a student to move to different accommodations.
- B. Enter assigned rooms at any time either with prior notice to the student and the student's permission, or without prior notice to the student and without the student's permission to (i) to take inventory of University-owned equipment; (ii) to inspect rooms for damage or to make repairs or complete physical maintenance; (iii) during fire drills; (iv) to inspect for compliance with health, fire or building codes; (v) if there are violations of any University or housing policies or procedures; (vi) when the University has reason to suspect imminent danger to health, safety or property; or (vii) to check rooms for holiday recesses and semester/session break closings.
- C. Control use of rooms in event of an epidemic.
- D. Assign additional students to any room which is below its normal capacity.
- E. Assign a third occupant to a double room as the need arises.

F. Initiate and implement disciplinary action when any student prevents or impedes University Housing staff from carrying out their responsibilities for safety, facilities, and property.

CH. DAMAGES: The student agrees to be responsible for any cost incurred by the University arising from the student's use of the residence halls, including, but not limited to unauthorized possession of University keys and damage attributable to student caused damage. Alteration of the furnishings, fixtures, walls, floors or doors of any residence hall is prohibited.

XIII. LIABILITY: The University assumes no liability for any claim of loss, injury or damage to persons or property incident to the use or occupancy of the residence halls and such assumption of liability is limited to the maximum amount of liability which may be imposed by law.

IV. RATES: Rates for University housing and food service shall be established and revised from time to time by the Board of Trustees of the University.

IV. DEFAULT: In the event of the default of any student, or co-signatory/guarantor to fulfill any financial obligations under this agreement, the University may, at its sole and absolute discretion, summarily suspend any privileges of the student and may withhold class privileges, withhold grades, withhold withdrawal clearance, withhold official transcripts and diplomas, place a hold on registration, refer delinquent accounts to collection agencies and credit bureaus, and may, in addition, institute legal action as well as student disciplinary procedures. .

VI. EMERGENCY CLOSING: The University reserves the right to close any or all residence halls and to discontinue food service for the duration of any bona fide emergency caused by weather, power failure, strikes, riots, fires, thefts or to pay damages of any nature as a result of any emergency closing.

VII. MISCELLANEOUS: Michigan law shall govern this Contract. This Contract may not be assigned without the prior written consent of the other party. The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision.

any waiver of the validity or enforceability of any other term or provision of this Contract. This Contract contains the entire agreement between the parties and cannot be modified except by a written agreement signed by both parties. A waiver by either party of any provision or breach of this Contract shall not waive any other provision or breach.